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SHIRLEY MURILLO

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

SHIRLEY MURILLO, an individual,)	Case No.: 17-1436
Plaintiff,)	
vs.)	COMPLAINT FOR DAMAGES
SAN MANUEL INDIAN BINGO & CASINO, a)	1. Premises Liability
foreign entity; and DOES 1 through 100,)	2. General Negligence
inclusive,)	
Defendants.)	[DEMAND FOR TRIAL BY JURY]

Plaintiff SHIRLEY MURILLO alleges as follows:

PRELIMINARY ALLEGATIONS

1. Defendant SAN MANUEL INDIAN BINGO & CASINO, (hereinafter referred to as “Defendant”) is, and at all times hereinafter mentioned was, a foreign entity, doing business in the County of San Bernardino, State of California. Defendant is, and at all times herein mentioned were, one of the owners and/or managers of a certain property located at 777 San Manuel Blvd, Highland, CA 92346 (hereinafter referred to as “PREMISES”).

2. Plaintiff, SHIRLEY MURILLO (hereinafter referred to as “Plaintiff”), is, and at all times hereinafter mentioned was, an individual residing in the County of San Bernardino, State of California.

3. The true names and capacities, whether individual, corporate, associate or

1 otherwise, of defendants, DOES 1 through 100, inclusive, are unknown to Plaintiff, who
2 therefore sues said defendant by such fictitious names, and Plaintiff will ask leave of the
3 Court to amend this Complaint to show their true names and capacities when the same
4 have been ascertained. Plaintiff is informed and believes and thereon alleges that each of
5 the defendants designated herein as a DOE is negligently responsible in some manner for
6 the events and happenings herein alleged.

7 4. Plaintiff is informed and believes and thereon alleges that at all times herein
8 mentioned defendants, and each of them, were acting on their own behalf and as the
9 agents, employees and representatives of each other and of DOES 1 through 100, inclusive,
10 (collectively referred to hereinafter as "Defendant") and were and are at all times relevant
11 hereto acting within the scope and authority of such agency and employment and with the
12 knowledge, consent, approval and ratification of each of the named defendants and of DOES
13 1 through 100, inclusive.

14 5. Venue in this Court is proper in that the cause of action occurred within this
15 district, and/or at least one defendant resides in this judicial district but is not a California
16 entity thus there is diversity in citizenship.

17 6. Jurisdiction in this court is proper in that the principal amount in
18 controversy is in excess of \$75,000.00 and there is diversity of citizenship between Plaintiff
19 and Defendant.

20 **FIRST CAUSE OF ACTION**

21 **PREMISES LIABILITY - AGAINST ALL DEFENDANTS**

22 7. Plaintiff hereby re-alleges, reiterates and incorporates by reference the
23 allegations of Paragraphs 1 through 6 of this Complaint as though fully set forth herein.

24 8. At all times mentioned herein, Defendant and/or DOES 1 through 100,
25 inclusive, owned, maintained, controlled, managed, and operated the PREMISES located at
26 777 San Manuel Blvd, Highland, CA 92346.

27 9. On or about July 20, 2015, Plaintiff was lawfully within the PREMISES.
28 Specifically, Plaintiff was gambling at the PREMISES when Plaintiff slipped and fell onto the

1 floor caused by a dangerous condition, particularly liquid substance on the floor that was
2 not open and obvious.

3 10. At the aforementioned time and place, Defendants, and each of them,
4 inadequately and negligently maintained, repaired, managed, controlled, and owned, the
5 PREMISES. Defendants and each of them, by virtue of their ownership, control,
6 management, manufacture, design, assembly, sale, delivery, repair and/or maintenance of
7 the PREMISES, owed a duty of care to Plaintiff who would foreseeably be on and use the
8 PREMISES.

9 11. Defendants, and each of them, breached said duty by negligently controlling
10 and/or maintaining the PREMISES, by failing to keep the PREMISES in good order, by
11 negligently failing to take steps including but not limited to making reasonable inspections
12 of the PREMISES to either make the condition safe or warn Plaintiff of the dangerous
13 condition of said PREMISES, all of which caused Plaintiff to be injured, causing Plaintiff to
14 suffer the injuries and damages hereinafter described.

15 12. As a proximate result of the negligence of Defendants, and each of them,
16 Plaintiff was hurt and injured in her health, strength and activity, sustaining injuries to said
17 person, all of which injuries have caused, and continue to cause Plaintiff great mental,
18 physical and nervous pain and suffering. Plaintiff is informed, believes and thereon alleges
19 that such injuries have and will result in some temporary and/or permanent disability to
20 her. As a result of such injuries, Plaintiff has suffered general damages in an amount
21 according to proof.

22 13. As a further direct and proximate result of Defendants', and each of their,
23 negligence, carelessness, recklessness and unlawful conduct thereby caused, as aforesaid,
24 Plaintiff has been required to obtain medical services, past, present and future; has suffered
25 loss of income and earnings, past, present and future; evidence of all of which Plaintiff will
26 present at the time of trial and will amend this Complaint to conform to the proof if
27 required to do so.

28 14. As a proximate result of the negligence of Defendants, and each of them,

1 Plaintiff suffered from severe emotional distress and other mental injuries. As a result of
2 such distress and mental injuries, Plaintiff has suffered general damages in an amount
3 according to proof but in excess of the jurisdictional amount.

4 **SECOND CAUSE OF ACTION**

5 **GENERAL NEGLIGENCE – AGAINST ALL DEFENDANTS**

6 15. Plaintiff incorporates herein by reference all the allegations set forth in
7 paragraphs 1 through 14, inclusive, in their entirety as if fully set forth herein and with the
8 same force and effect.

9 16. Plaintiff is informed and believes, and hereon alleges, that Plaintiff was
10 further injured due to negligent acts or omissions by agents, representatives or employees
11 of Defendants, and each of them.

12 17. Plaintiff is informed and believes, and hereon alleges, that at all relevant
13 times, Defendants, and each of them, owed Plaintiff a legal duty and/or duties. Plaintiff is
14 further informed and believes that Defendants, and each of them, breached said duty
15 and/or duties.

16 18. As a direct and proximate result of the negligence of the Defendants, and
17 each of them, Plaintiff was seriously injured in health, strength and activity, sustaining
18 injury to the body and shock and injury to the nervous system and person, all of which said
19 injuries have caused, and continue to cause Plaintiff great physical, mental and nervous
20 pain, suffering and anguish, all to her general damage in a sum in excess of the minimal
21 jurisdictional requirements of this Court to be determined at some future date, according to
22 law. Accordingly, Plaintiff will also seek prejudgment interest for all such damages.

23 19. As a further direct and proximate result of the negligence of the Defendants,
24 and each of them, Plaintiff was required to, and did, employ physicians, surgeons and other
25 health care practitioners to examine, treat and care for Plaintiff, and did incur medical and
26 incidental expenses. The exact amount of such expenses is unknown to Plaintiff at this
27 time, and Plaintiff will ask leave to amend this Complaint to set forth the exact amount
28 thereof when the same is ascertained.

20. As a further direct and proximate result of the negligence of the Defendants,

1 and each of them, Plaintiff sustained loss of earnings and earning capacity. The exact
2 amount of such loss is unknown to Plaintiff at this time, and Plaintiff will ask leave to
3 amend this Complaint to set forth the exact amount thereof when the same is ascertained.

4 **REQUEST FOR JURY TRIAL**

5 Plaintiff hereby requests a trial by jury on all claims for relief alleged in, and on all
6 issues raised by, this Complaint.

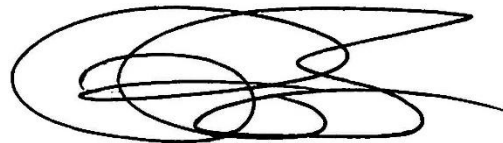
7 **PRAYER**

8 WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- 9 1. For an award of Plaintiff's general, special, actual and compensatory damages
10 as proven at time of trial;
- 11 2. For lost earnings and earning capacity, past and future, according to proof;
- 12 3. For an award of the costs incurred by Plaintiff in bringing and maintaining
13 this action; as well as
- 14 4. For such other and further relief which this Court deems just and proper.

15 DATED: July 18, 2017

**CENTURY PARK LAW GROUP,
A Professional Law Corp.**

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19 By: _____

20 ROBERT L. BOOKER II
21 SOHEIL BAHARI
22 Attorneys for Plaintiff
23 SHIRLEY MURILLO
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